

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

T. DIANE WINGER,  
Plaintiff

v.

BLOOMBERG, L.P.,  
Defendant.

: CIVIL ACTION

: NO. 97-CV- 3663

: JURY TRIAL DEMANDED

COMPLAINT

1. T. Diane Winger was transferred out of her management position and denied deferred compensation payments by Bloomberg, L.P. on account of sexual discrimination. She complained to the appropriate company representatives and later filed a charge of discrimination against it with the Equal Employment Opportunity Commission ("EEOC"). In retaliation for having done so, she was harassed at work and fired from her job. She brings this action against Bloomberg, L.P. to redress the violation of her rights as protected by the following three statutes: Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq.; the Equal Pay Act of 1963, 29 U.S.C. §206(d); and the New Jersey Law Against Discrimination, N.J. Stat. Ann. §10:5-1 et seq. ("NJLAD").

JURISDICTION

2. Subject matter jurisdiction over plaintiff's Title VII claims is conferred by 42 U.S.C. §2000e-5(f)(3). Subject matter jurisdiction over her Equal Pay Act claim is conferred by 29 U.S.C. §216(b). Supplemental jurisdiction over her NJLAD

claims is conferred by 28 U.S.C., §1367(a). In addition, since the citizenship of the parties is diverse and the amount in controversy exceeds \$75,000, subject matter jurisdiction exists under 28 U.S.C. §1332(b).

#### PARTIES

3. Plaintiff T. Diane Winger is a citizen and resident of the Commonwealth of Pennsylvania. She resides at 40 Haines Court in Langhorne, Pennsylvania 19047.

4. Defendant Bloomberg, L.P. is engaged in the business of providing news, financial information and business analysis to customers worldwide through a number of broadcast and other media. It maintains its principal place of business at 499 Park Avenue, New York, New York 10022. The office where plaintiff worked is located at 100 Business Park Drive, Skillman, NJ 08542.

#### ADMINISTRATIVE PROCEEDINGS

5. Ms. Winger exhausted her administrative remedies by timely filing a Charge of Discrimination (No. 170950624) against Bloomberg, L.P. with the Philadelphia office of the EEOC. In that charge, she raised claims of sex discrimination and retaliation in connection with her transfer and violations of her rights under the Equal Pay Act as a result of Bloomberg's denial of the deferred compensation payments she was due.

6. Ms. Winger subsequently amended her Charge of Discrimination to allege that Bloomberg harassed her at work and discharged her from employment in retaliation for her complaints about its discriminatory practices.

7. By letter dated March 4, 1997 the EEOC notified Ms. Winger of her right to file a lawsuit against Bloomberg, L.P. This action has been filed within 90 days of Ms. Winger's receipt of that letter; the action is therefore timely.

#### STATEMENT OF FACTS

8. Ms. Winger was hired in July 1990 as the Office Manager of Bloomberg, L.P.'s Washington, D.C. office.

9. In February 1994 Ms. Winger was laterally transferred to the Service Department of defendant's Princeton, New Jersey office where she was employed in a management position as a Service Technician.

10. During the course of her employment, Ms. Winger was subjected to unwelcomed verbal sexual harassment and advances by Michael Bloomberg, the founder and one of the owners of Bloomberg, L.P.

11. Mr. Bloomberg made comments to Ms. Winger and others about her body and her ability, as he put it, to "get laid." He also encouraged Ms. Winger to spend time alone with him.

12. Ms. Winger resisted all of Mr. Bloomberg's advances.

13. Because Ms. Winger refused to accede to Mr. Bloomberg's advances, he took steps in July 1994 to have her transferred from her Service Technician position in defendant's Princeton, New Jersey office and placed in a non-existent position as Purchasing Manager.

14. The Purchasing Manager position to which Ms. Winger was transferred in Princeton was not posted or otherwise advertised; there was no job description for it; and Ms. Winger did not apply for it or have any interest in filling it.

15. In fact, for years the purchasing function at the Princeton office had been performed by the Service Department where Ms. Winger had been employed, and it continued to be performed there after her involuntary transfer.

16. Ms. Winger was informed of her transfer on July 22, 1994 by John Aubert, a Bloomberg Vice President and the Manager of defendant's Princeton office.

17. The Sunday before, on July 17, 1994, Ms. Winger accompanied her supervisor (who now is her husband) and other members of his family to the annual company picnic held at Mr. Bloomberg's country estate in New York.

18. Mr. Bloomberg observed Ms. Winger and her supervisor at the picnic and subsequently directed Mr. Aubert to transfer Ms. Winger to another position.

19. The day before she was transferred, on July 21, 1994, Ms. Winger was informed that she would only receive half

the deferred compensation payments that had been recommended for her.

20. These deferred compensation payments are a form of bonus. They are awarded to employees based on their performance. They take the form of Equity Certificates which mature two years after the date of their grant.

21. Despite Ms. Winger's excellent performance, she was only given 10 Equity Certificates rather than the 20 for which she had been recommended.

22. Mr. Bloomberg was responsible for cutting the number of Equity Certificates Ms. Winger was due. He stated that since Ms. Winger was one of the highest paid women in the Princeton office, she didn't need 20 certificates.

23. By contrast, and at about the same time, Mr. Bloomberg awarded a male colleague of plaintiff, Robert Grimaldi, 17 Equity Certificates despite the fact they both performed equal work and plaintiff's performance was as good or better than his.

24. In addition, and at about the same time as he granted Ms. Winger 10 Equity Certificates, Mr. Bloomberg awarded another male colleague of hers, Michael Hanf, 15 Equity Certificates. Plaintiff and Mr. Hanf had equal work to perform but Mr. Hanf was performing poorly at the time and he had been placed under Ms. Winger's supervision in an effort to improve his performance:

25. After her transfer to the (non-existent) Purchasing Manager position in July 1994, Ms. Winger was given no

substantive work to perform. Moreover, she was excluded from management meetings and deprived of her previous supervisory and management responsibilities. She was also denied training, and meetings she tried to arrange with the company's Purchasing Manager in New York City were consistently cancelled.

26. Nor was Ms. Winger given a place to work as Purchasing Manager. However, when Mr. Bloomberg was scheduled to visit the Princeton office in August 1994, she was told by Mr. Aubert to sit at a desk outside his office and appear busy.

27. In August 1994, and thereafter, Ms. Winger complained to Mr. Aubert about her transfer, her isolation and about the sexual harassment by Mr. Bloomberg and the sexually explicit comments that he made to and about her. She also complained to her immediate supervisor, Tom Heebink, who was in charge of the Personnel Department in Princeton.

28. Neither Mr. Aubert nor Mr. Heebink did anything to address or remedy Ms. Winger's complaints. In fact, Mr. Aubert told Ms. Winger that he thought Mr. Bloomberg's sexual comments were funny and that she should be flattered by them.

29. Not only did Mr. Aubert and Mr. Heebink fail to resolve Ms. Winger's complaints, they continued to harass her at work through the balance of her employment with Bloomberg, L.P. They did so in retaliation for her having complained about her transfer and the sexual discrimination she suffered.

30. On November 15, 1994 Ms. Winger's counsel sent a letter by certified mail to Mr. Bloomberg informing him of

plaintiff's claims of gender discrimination, harassment and retaliation and also about her Equal Pay Act claims as regards the Equity Certificates she had been denied.

31. Mr. Bloomberg received the above-described letter but took no steps to address or remedy Ms. Winger's concerns.

32. On January 27, 1995 Ms. Winger filed her Charge of Discrimination against defendant with the EEOC alleging that her transfer was based on her sex and in retaliation for not acceding to Mr. Bloomberg's advances. Her complaint also raised an Equal Pay Act claim in regard to the Equity Certificates she was denied.

33. On February 10, 1995 Ms. Winger was fired from her job, allegedly for insubordination.

34. At the time, defendant and its counsel were aware of Ms. Winger's EEOC charge. They were also aware of her own previous complaints of sexual discrimination and harassment and her counsel's November 15, 1994 letter to Mr. Bloomberg.

35. Defendant had no valid basis to fire Ms. Winger.

36. The alleged reason for the firing was Ms. Winger's failure to attend a Chamber of Commerce luncheon for Bloomberg, L.P. that was held on February 8, 1995.

37. Ms. Winger was not able to attend the luncheon because she had two prearranged meetings scheduled that day with vendors of Bloomberg, L.P.

38. She informed Mr. Aubert and his secretary that she could not attend the luncheon due to these commitments. She did

not understand nor was she told that her job was in jeopardy if she did not attend the luncheon. As a result, she kept the appointments and met with these vendors as scheduled:

39. Other employees, including managers, were asked to attend the luncheon. Several of them were not able or did not attend. Unlike Ms. Winger, however, none of them was fired or otherwise disciplined by Bloomberg, L.P.

40. No other Bloomberg, L.P. employee of whom Ms. Winger is aware has ever been disciplined for not attending a luncheon or meeting of this sort.

41. In fact, many employees of Bloomberg, L.P. have engaged in acts of misconduct known to the company but none of them has been disciplined or discharged from their jobs.

42. One such employee is William Hackett, the Manager of the Energy Department in defendant's Princeton, New Jersey office. The day before the luncheon he made a sexual comment to and about Ms. Winger. She complained to Mr. Aubert about the comment but no discipline was ever imposed against Mr. Hackett.

43. Ms. Winger was fired from her job in retaliation for her prior complaints of discrimination against Bloomberg, L.P.

44. As a direct and proximate result of defendant's unlawful conduct, Ms. Winger has suffered a loss of wages and other benefits of employment -- including but not limited to the loss of Equity Certificates -- that she would have earned at



Bloomberg, L.P. had she not been unlawfully transferred and subsequently discharged from employment.

45. In addition, and as a further direct and proximate result of defendant's unlawful conduct, Ms. Winger has experienced physical pain and consequential emotional suffering, harm to her reputation, loss of self-esteem and confidence, harm to her professional career and development, and other injuries to her physical and emotional well-being.

46. Defendant's violation of Ms. Winger's rights was willful, reckless and intentional and with knowledge of the proscriptions set forth in each of the anti-discrimination laws at issue here, i.e., Title VII, the Equal Pay Act and the NJLAD.

#### CLAIMS FOR RELIEF

##### COUNT I

47. Ms. Winger repeats and incorporates by reference the allegations of paragraphs 1-46 of her Complaint as if they were set forth in full.

48. Defendant, Bloomberg, L.P., transferred Ms. Winger from her job in its Service Department to the non-existent position of Purchasing Manager on account of her sex and in retaliation for not acceding to Mr. Bloomberg's sexual advances in violation of Sections 703(a) and 704(a) of Title VII of the 1964 Civil Rights Acts, 42 U.S.C. §§2000e-2(a) and 3(a).

COUNT II

49. Ms. Winger repeats and incorporates by reference the allegations of paragraphs 1-48 of her Complaint as if they were set forth in full.

50. Defendant, Bloomberg, L.P., transferred Ms. Winger from her job in its Service Department to the non-existent position of Purchasing Manger on account of her sex and in retaliation for not acceding to Mr. Bloomberg's sexual advances in violation of the NJLAD, N.J. Stat.. Ann. §10:5-12(a).

COUNT III

51. Ms. Winger repeats and incorporates by reference the allegations of paragraphs 1-50 of her Complaint as if they were set forth in full.

52. Defendant, Bloomberg, L.P., denied Ms. Winger deferred compensation payments, i.e., Equity Certificates, in violation of her rights under the Equal Pay Act, 29 U.S.C. §206(d).

COUNT IV

53. Ms. Winger repeats and incorporates by reference the allegations of paragraphs 1-52 of her Complaint as if they were set forth in full.

54. Defendant, Bloomberg, L.P., harassed and discharged Ms. Winger from employment in retaliation for her

prior complaints of discrimination in violation of Section 704(a) of Title VII of the 1964 Civil Rights Act, 42 U.S.C. §2000e-3(a).

COUNT V

55. Ms. Winger repeats and incorporates by reference the allegations of paragraphs 1-54 of her Complaint as if they were set forth in full.

56. Defendant, Bloomberg, L.P., harassed and discharged Ms. Winger from employment in retaliation for her prior complaints of discrimination in violation of the NJLAD, N.J. Stat. Ann. §10:5-12(d).

PRAYER FOR RELIEF

WHEREFORE, Ms. Winger respectfully requests the Court, after trial by jury, to enter judgment in her favor and against Bloomberg, L.P., and to award her the following relief:

- a) Back pay, with prejudgment interest, and all the fringe benefits to which she would have been entitled were it not for her illegal transfer and dismissal from employment;
- b) Front pay to the extent reinstatement is not feasible;
- c) Compensatory damages as authorized by the 1991 amendments to Title VII;
- d) Compensatory damages as authorized by the NJLAD;
- e) Liquidated damages as authorized by the Equal Pay Act;

f) Punitive damages an authorized by both Title VII  
(as amended in 1991) and the NJLAD;

g) Reasonable attorney's fees and costs;

h) Such other legal and equitable relief as may be  
just and proper under the circumstances.

JURY DEMAND

Ms. Winger hereby demands a trial by trial as to all  
the issues raised in her Complaint.

Respectfully submitted,

RAYNES, McCARTY, BINDER, ROSS & MUNDY

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T. Diane Winger

DATE: May 27, 1997